

NINTENDO DS

CALL OF DUTY 4

MODERN WARFARE



EmuMovies

ACTIVISION

PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.

WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

Convulsions

Altered vision

Eye or muscle twitching

Involuntary movements

Loss of awareness

Disorientation

- To reduce the likelihood of a seizure when playing video games:
 1. Sit or stand as far from the screen as possible.
 2. Play video games on the smallest available television screen.
 3. Do not play if you are tired or need sleep.
 4. Play in a well-lit room.
 5. Take a 10 to 15 minute break every hour.

WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists, arms or eyes during or after play, stop playing and see a doctor.

WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

Important Legal Information

REV-E

This Nintendo game is not designed for use with any unauthorized device. Use of any such device will invalidate your Nintendo product warranty. Copying of any Nintendo game is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.

Nintendo does not license the sale or use of products without the Official Nintendo Seal.



THIS GAME CARD WILL WORK ONLY WITH THE NINTENDO DS™ VIDEO GAME SYSTEM.



Wireless DS
Single-Card
Download Play

THIS GAME ALLOWS WIRELESS MULTIPLAYER GAMES DOWNLOADED FROM ONE GAME CARD.



Wireless DS
Multi-Card
Play

THIS GAME ALLOWS WIRELESS MULTIPLAYER GAMES WITH EACH DS SYSTEM CONTAINING A SEPARATE GAME CARD.



LICENSED BY



NINTENDO, NINTENDO DS AND THE OFFICIAL SEAL ARE TRADEMARKS OF NINTENDO.
© 2006 NINTENDO. ALL RIGHTS RESERVED.

CONTENTS

Getting Started	4
In-Game Display	5
Additional Controls	7
Save System	9
Starting the Game	9
Multi-Card Play	10
Single-Card Play	11
Credits	12
Customer Support	17
Software License Agreement	18



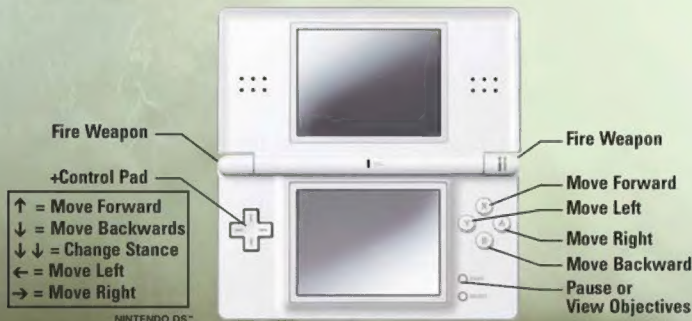
CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

GETTING STARTED

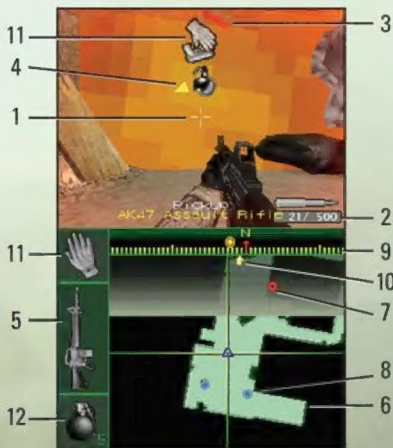
1. Insert the *Call of Duty® 4: Modern Warfare™* Game Card into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.
2. Turn the Power Button ON.

Note: The Call of Duty 4: Modern Warfare Game Card is for the Nintendo DS system only.



B, B Button or Double-tap +Control Pad ↓ = Change Stance
X, X Button or Double-tap +Control Pad ↑ = Sprint

IN-GAME DISPLAY



1. **Crosshair** – This is your aiming reticle. When a grenade is equipped, the crosshair will pulse. On the 4th pulse, the grenade will explode.
2. **Ammo Counter** – Indicates how much ammo you have remaining.

3. **Damage Indicator** – Red marker appearing near the edge of the screen, indicating which direction damage came from.
4. **Grenade Indicator** – Shows the direction of the grenade in your proximity.
5. **Weapons** – Shows your currently equipped weapon. To switch weapons in your inventory, touch the weapon icon and drag the stylus right.
6. **Mini-map** – Displays mini-map of the environment.
7. **Enemy Marker** – Indicates the enemy's position on the mini-map (marked as red).
8. **Friendly Marker** – Indicates friendly soldiers on the mini-map (marked as blue).
9. **Compass** – Displays the compass and the objective direction (marked as a yellow circle).
10. **Objective Marker** – Indicates the location of the current objective.

- 11. Hand Marker** – This appears on the screen when something is useable or available for pick-up. Touch to activate. When in close proximity to an enemy, the hand will change into a fist and melee action will be possible by pushing the **Fire** Button. *Note: The hand icon on the top screen appears when you can pick up a weapon.*
- 12. Grenades** – Touch with your stylus to equip grenades. Also shows the number of grenades in your inventory.

ADDITIONAL CONTROLS

Using the Stylus – Use the stylus on the Touch Screen to move the reticle to the desired position and to look around you.

Changing Weapons – To switch weapons, touch and hold the weapon icon on the Touch Screen and drag the stylus to the desired weapon. When you pick up a new weapon, it will replace the weapon you currently have equipped.

ADS Mode (Aiming Down the Sight) – To change between ADS Mode and shooting from the hip, touch the Touch Screen twice in rapid succession. To exit ADS Mode, touch the screen twice or press **↑** on the +Control Pad twice.

Using Grenades – Touch the grenade icon on the left side of the screen to equip a grenade. If you have two types of grenades, you may touch and hold the grenade icon and drag the stylus to the grenade you want to use. Press and hold **Fire** (**L** Button or **R** Button) to cook a grenade and release the button to throw it.

Using Binoculars – Equip the binoculars and call down airstrikes. To equip the binoculars, touch the binocular icon on the Touch Screen when it's active/available. To call an air strike down (when available) press the **Fire** Button.

Sprinting – To sprint, press **↑ ↑** on the +Control Pad rapidly, or press the **X** Button twice.

Stance Up/Down – While standing, double-tap **↓** on the +Control Pad to Crouch. Repeat to stand back up. If you sprint while crouched, your stance will be automatically brought up. Pressing the **B** Button twice will also change your stance.

Reload – You can manually reload your weapon by touching the weapon icon on the Touch Screen once.

The Hand Icon – The Hand icon appears on the Touch Screen when you can pick up something, throw back grenades or use something. Touch the **hand icon** to pick the object up when the hand appears on the Touch Screen.

Left-Handed Controls – Left-handed players can choose to toggle to left-handed controls via the option menu discussed later. The icons will switch to the right side of the Touch Screen when left-handed controls are selected.

SAVE SYSTEM

Call of Duty 4: Modern Warfare utilizes an automatic checkpoint save system to save Single Player games to your DS memory card.

STARTING THE GAME

To start the game from the Main Menu, choose **Single-Player** or **Multiplayer**. From Single-Player, you can select Campaign or Quickplay.

CAMPAIGN

Battle across the world's most dangerous hotspots to defeat the enemy forces hell-bent on throwing the world into chaos.

QUICKPLAY

Choose this option to quickly jump into action. Quickplay allows you to select any Single-Player level that has been unlocked in Campaign Mode.

OPTIONS

You may select this to tweak look and ADS sensitivity, to invert your Y axis, or choose left-/right-handed controls.

MULTI-CARD PLAY

Call of Duty 4: Modern Warfare includes support for up to four players in Wireless Mode. The players must be in close proximity to play multiplayer games. Use these instructions to begin a multiplayer game:

From the Main Menu, select **Multiplayer**. Then select **Multi-Card Play**. One player acts as the host, and the other players may join. The host can set the match time duration, match type, score limit, respawn time, choose the map and toggle friendly fire on or off before the game starts. Once the host has set up the game, other players can join.

Your signal strength is indicated in the Lobby as small bars in the upper right corner of the screen.

SINGLE-CARD PLAY

You will need one Nintendo DS per player and only one *Call of Duty 4: Modern Warfare* game.

Make sure that all the systems are turned off, insert *Call of Duty 4: Modern Warfare* into the Nintendo DS. Turn power on for all systems. The DS Menu will appear. Touch the ***Call of Duty 4: Modern Warfare*** panel on the system acting as the Host. Choose **Multiplayer**, then **Single-Card Multiplayer**. Wait on this screen.

The other players should choose **Download Call of Duty 4: Modern Warfare**. The download confirmation notification should appear. The host will then begin the uploading process to the clients (by checking the lower right check box). When upload is complete, the game will begin.

CREDITS

N-SPACE INC.

Producer

Michael S. Lee

Creative Director

Bob Hichborn

Lead Designer

Jaime Wojick

Designers

Thomas Sears

Brian Parker

Ryan Willis

Lead Worldbuilder

Andrew Paciga

Worldbuilders

Tom Virtuoso

Alexander Alza

Josiah Munsey

Bryce Clark

Additional Worldbuilding

James Farrand

Jeff Panek

Art Production Manager

Jeff Riggall

Character Modeling

Ryan "Coop" Cooper

Christian Holmes

Additional Character Modeling

Nick Miulli

Animation

Brandon Shakley

Yamil Bermudez

Additional Animation

Creig Maras

Jared Lindquist

Mike Budd

Brian Highsmith

Gregg Azzopardi

Seung Boom Kim

Concept Art

Peet Cooper

Special Effects

Brad Weckman

2D and UI Art

Maggie Wang

Lynn Hogan

Lead Technical Artist

Jason A. Miller

Art Tech

Andy Sanchez

Daniel Watkins

Lead Software Engineer

Shawn Leaf

Software Engineering

Leon "LA" Brown

Rick Marino

Greg Grebe

Nicholas A. King

Shane Colliatse

Giovanni Acosta

Christopher Camilleri

Additional Engineering

John M. Meyers

Sound and Music

Karl Demer

Production Assistant

Kevin R. Campbell

Test and Support

Chris Burnett

Joseph Tatarczuk

Demo Team

Kimberly Olivera

Scott Kiraly

Ed Tchen

James Inziello

Chris Schroyer

Executive Producer

Dan O'Leary

President

Erick S. Dyke

Special Thanks to...

The entire n-Space family.

In particular, we'd like to recognize Brendon McLeod, Charles Valentine Stuard III, Michael R. Gold, Tim Schwalk, Richard C. Livingston and Stephen Mabey for their development assistance and Gary Meyers, Erica Vago, Jennifer Thompson and Sean Purcell for their efforts in the areas of IT, HR and Administration.

Our families and friends for all their love and support...

Samantha, Mason, Cooper and Wrigley Lee. Lindsey Luxa, John, Marry Anne and Robyn Sears, Yoshi.

Jason, Larry and Carol Parker. Alan, Janet, Evan and Buttons Willis.

Sessa and Khayman, Bonnie and Andy Paciga

Tom and Sue Virtuoso, Renee "the Queen" Modafarr, Beth Zimmerman.

Rita Alza, Luis Runciman and Frasco. Paul and Susan Munsey.

Robin and Helen Clark, Ryan Gerleve and Amanda Harkleroad. Laura, Kennedy and Liam Riggall.

Kaye, Bob, Micah Cooper. Daona, David and Brian Shakley. Waleska Bermudez.

Trina Weckman, Ryan Martorelli and Casey Weckman. Chris Bunch, Jimmy, Grace and Carolyn Wang.

Alex, Morgan and Toby Hogan. Rob and Michelle Smith.

Silvia M. and Olga L. Sanchez, Diego A. Garzon and Kitzune.

Kimberly Peck and Angela, David and Christina Watkins. Ying and JJ Leaf and Connie Liu.

Jason SaintAmour. Deanna and Lara.

Gloria Acosta, James Brewer, Marina Tencza, William Albrecht and Larry Hall.

Kimberly Braunsdorf and Ray, Janet, Marie and Amanda Camilleri.

Bellamy, Ernie, Pete and Julien Campbell, Blair and Leon

Erica Vago, Carl, Barbara and Richard Burnett and Tom Moffitt. Patrick, Timothy, and Cheryl O Leary.

Dr. Yuman Fong, Tomislav Kolanovic and Angel Deras. And Tim's mom.

CPL Chris Ford for behind the scenes support as a subject matter expert.

Thanks also to...

Clyde Grossman, Bob Jacob, Stew Kosoy,

Dan Rogers, Franco's Masciopinto and Nick Jacob

Dennis Lenhart

Hung Nguyen, Joe Diaz and Mo Karim

Marcus Michles

John Nielson

Lisa Besemer, John Garza

Steve Simms

Kevin O'Connell.

W. Michael Montgomery
Laura Ragans, Laura Turner, Leroy Berning, David Levan and Mortimer Edwards
Steve Coughlin of Coughlin Development
Edyta Adamowicz
Kevin Knight and Dan Mantzaris
Malaika Castro-Johnson, Lyle Barcenilla and Gemma Filliben
Kurt Marden
Marc Mencher and Howard Taule
Ilene Cohen Asuncion
Rob Coble and Rob Catto
Ben Noel, James Brewer
Gloria LeQuang, Suzy Allen
Rob Selvaggi

Published by

ACTIVISION

Producer

Sam Nouriani

Associate Producer

Taylor Livingston

Production Tester

Winyan James

Executive Producer

Marcus Iremonger

Vice President, Production

Steve Ackrich

Global Brand Management

Sr. Global Brand Manager

Tabitha Hayes

Associate Brand Manager

Jon De Lodder

Marketing Associate

Mike Rudin

Director, Global Brand Management

Tom Silk

Sr. Vice President, Global Brand Management

Will Kassoy

Public Relations

Senior PR Manager

Mike Mantarro

Senior Publicist

Kathy Bricaud

Junior Publicist

Robert Taylor

Senior PR Director

Michelle Schroder

European PR Director

Tim Ponting

Step 3

Neil Wood

Jon Lenaway

Wiebke Hess

Central Localizations

Senior Localization

Project Manager

Fiona Ebbs

Localization Coordinator
Chris Osberg

Localization Consultant
Stephanie O'Malley Deming

**Director of Production Services,
Europe**
Barry Kehoe

Brand Manager, Europe
Stefan Seidel

**Localization Tools & Support
Provided by**
Xloc Inc.

Marketing Communications

**Vice President of
Marketing Communications**
Denise Walsh

**Director of
Marketing Communications**
Susan Hallock

**Marketing
Communications Manager**
Karen Starr

**Marketing
Communications Coordinator**
Kristina M. Jolly

Business and Legal Affairs

**Vice President,
Business and Legal Affairs**
Greg Deutsch

Transactional Attorney
Travis Stansbury

Senior Paralegal
Kap Kang

Paralegal
Jane Elms

Operations and Studio Planning

**Senior Director of
Production Services**
Suzan Rude

**Central Audio
Director, Central Audio**
Adam Levenson

Audio Coordinator
Noah Sand

Sound Artist
Dan Morris

Music Department

**Worldwide Executive
of Music**
Tim Riley

Music Supervisors
Brandon Young

**Finance
Manager Controller**
Jason Dalbotten

Account Controller
Harjinder Singh

Finance Analyst
Adrian Gomez

Activision Special Thanks
Mike Griffith, Robin Kaminsky
Brian Ward, Steve Pearce
Dave Stohl, Will Kassoy
Laird Malamed, Dusty Welch
Thaine Lyman, Paul Butcher
Jacob Thompson

Quality Assurance

Lead, QA Functionality
Sean Berrett

Senior Lead, QA Functionality
Evan Button

Manager, QA Functionality
Glenn Vistante

Lead, Multiplayer Lab
Garret Oshiro

Director, QA Functionality
Marilena Rixford

**Director, Technical Requirements
Group**
James Galloway

**QA TEST TEAM
QA Floor Lead**
Grayson Suorez

**Multiplayer Lab
Floor Lead**
Dov Carson

Testers

Amanda Connell, Dan Grant
Brandon Guthrie, Ian Johnston
Nadeem Mirza, Michael Pickard
Eddie Fernando Araujo
Lucas Goodman, Justin Gogue
Rich Bantegui, Kyle Bean
Santiago Salvador, Joe Pardo
Jeff Koyama, Brian Papa
Anthony Rocha, Kelwin Jones
Jonathan Sadk, Jan Erickson
Franco Fernando, Steffen Boehme

Technical Requirements Group

TRG Manager

Christopher Wilson

TRG Platform Lead

Sasan "Sauce" Helmi

TRG Project Lead

Todd Sutton

TRG Floor Leads

Zac Blitz, Eric Stanzione, Menas
Kapitas

TRG Testers

Eddie Fernando Araujo, Lucas
Goodman, Justin Gogue,
Rich Bantegui,
Kyle Bean, Santiago Salvador,
Joe Pardo, Jeff Koyama,
Brian Papa, Anthony Rocha,
Kelwin Jones

Customer Service Managers

Gary Bolduc – Phone Support
Michael Hill – E-mail Support

Music

Theme by

Harry Gregson-Williams

Music Produced by

Harry Gregson-Williams.

Score by

Stephen Barton

VOICE OVER ACTORS

Marine Soldier 5

Russian Enemy 3

Andre Sogliuzzo

Reporter 1

Reporter 3

April Stewart

Marine Soldier 3

SAS Soldier 3, US Pilot

Chris Edgerly

Middle Eastern Enemy 1

SAS Soldier 2

US Commander

Fred Tatasciore

Middle Eastern Enemy 2

Russian Enemy 1

Mark Ivanir

Marine Soldier 4

Russian Enemy 2

SAS Command

Nolan North

Marine Soldier 2

SAS Soldier 1

Robin Atkin Downes

F16 Pilot, SAS Reporter 2

SAS Commander

S Scott Bullock

Marine Soldier 1

SAS Soldier 4

Stefan Marks

Womb Music

Casting and Voice Direction

Margaret Tang

Editorial and VO SFX Design

Rik Schaffer

Manual Design

Ignited, LLC

Package Design

Petrol

This product uses the LC Font by
Sharp Corporation. LCFONT,
LC Font and the LC logo mark are
trademarks of Sharp Corporation.

CUSTOMER SUPPORT

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: <http://www.activision.com/support>

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.

Phone: (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays.

Please do not send any game returns directly to Activision without first contacting Customer Support. It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

Register your product online at <http://register.activision.com> so we can enter you in our monthly drawing for a fabulous Activision prize.

**To view a full length manual, including credits, visit
www.activision.com/en_US/manuals/**

SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase.

If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product cartridge only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per cartridge replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(iii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/ Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.